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No. 237

## HEALTH AND MUNICIPAL ADMINISTRATION SECRETARIAT

## NOTIFICATION

Bangalore, dated 24th September 1971.

**G. S. R. 304.**—In exercise of the powers conferred by Section 42 of the City of Bangalore Improvement Act, 1945 (Mysore Act 5 of 1945) the Government of Mysore hereby makes the following rules, namely:—

1. **Title and commencement**:—(1) These rules may be called the City of Bangalore Improvement (Disposal of Sites Rules, 1971.

(2) They shall come into force on the first day of October 1971.

2. **Definitions**:—In these rules unless the context otherwise requires,—

(*a*) "Act" means the City of Bangalore Improvement Act, 1945 (Mysore Act 5 of 1945);

(*b*) "allottee" means the person other than an auction purchaser, to whom a site is allotted under these rules;

(*c*) "auction purchaser" means the person who has purchased a site in an auction sale held by the Board under these rules;

(*d*) "family" in relation to a person means such person, and if married, the wife or husband, as the case may be, and the dependent children, grand children, parents, sisters and brothers, of such person;

(*e*) "form" means a form appended to these rules;

(*f*) "income" means the fixed annual income of a person;

(*g*) "revenue site holder" means a person whose land or house has been acquired by the Board and a person shall be deemed to be a revenue site holder for the purpose of these rules only if he is the owner of a property immediately before the date of publication of a notification under Section 4 of the Land Acquisition Act under which such property is acquired by or for the Board for the formation of a layout;

(*h*) "Salaried class of employee" means the State Government servants, the Central Government servants, servants of local authorities and servants of corporations and industrial concerns set up, owned or controlled by the State or Central Government.

**3. Disposal of sites**:—Sites formed by the Board in any extention of lay-out shall, save as provided in rule 16 be diposed of,-

(1) by auction, where the area of a site exceeds three hundred square yards and

(2) by allotment in other cases.

**4. Eligibility**.—No person—

(1) who is not ordinarily resident in the area within the jurisdiction of the Board for not less than five years

immediately before the date of auction or the last date fixed for making applications for allotment as the case may be, and

(2) who or any member of whose family owns or is a lessee entitled to demand conveyance eventually or has been allotted a site or a house by the Board or any other authority within the area under the jurisdiction of the Board

shall be eligible either to bid at an auction of sites or apply for allotment of a site :

Provided that the restriction in item (2) shall not apply in the case of persons already owing a house where such house having regard to the size of the family of the person or altered situation is, in the opinion of the Board inadequate.

**5. Reservation of sites** :—Out of the sites remaining after allotment of sites to the revenue site holders as provided in rule 11,—

( ) ten per cent shall be reserved for persons belonging to Scheduled Castes and Scheduled Tribes ;

(*ii*) five per cent shall be reserved for defence personnel and ex-defence personnel ; and

(*iii*) ten per cent shall be reserved for applicants who had previously applied for allotment of sites or not less than five times but were not allotted sites :

Provided that fifty per cent of such remaining sites shall be set apart for allotment among the salaried class of employees.

**6. Allotment Committee** :—(1) The Board shall constitute a Committee called the Allotment Committee consisting of three of its members.

(2) It shall be the duty of the Allotment Committee to verify the eligibility of persons offering to bid at the

auctions or applying for allotment and also to hold the auction and select persons for allotment.

**7. Due publicity to be given**:—(1) Whenever disposal of sites by auction or allotment is to be made due publicity thereof shall be given by the Board specifying the location of the sites concerned, their number the amount payable as earnest money, the date, time and conditions of auction or allotment, the last date for submission of applications, and such other particulars as the Board may consider necessary by—

(i) affixing a notice on the notice board of the Office of the Board or of any other office ; and

(ii) publication of a notice once atleast in an English or Kannada daily newspaper having circulation in the City of Bangalore.

(2) Where sites are notified for allotment the price of each site shall also be notified.

**8. Auction purchaser or allottee to be a lessee**:—(1) Every auction purchaser and every allottee shall be a lessee of the Board in respect of the site concerned for a period of ten years and shall pay to the Board before the end of each year rent at the rate of,—

(i) rupees three in the case of sites with an area not exceeding 300 square yards; and

(ii) rupees six in other cases.

(2) At the end of the period of ten years referred to in sub-rule (1) the Board shall convey the site to such person whereupon the site shall vest absolutely in such person.

**9. Auction**:—(1) At the time and on the date notified for auction the Allotment Committee shall invite bids from persons eligible to bid under these rules to bid.

(2) A list shall be prepared of all the bids offered and signatures of the highest bidders shall be taken for the

bid offered. The Allotment Committee shall accept the highest bid provisionally and record the same in the aforesaid list which shall be attested by the bidder concerned. The provisional acceptance of the bid shall be subject to confirmation by the Board.

(3) The bidder whose bid is provisionally accepted shall immediately after such acceptance tender to the Board an amount equal to twenty-five per cent of the bid and within three days from the date of auction furnish to the Allotment Committee a declaration in from I. If he fails to tender the amount or file the declaration the Allotment Committee may cancel the provisional acceptance and reauction the site and recover damages, if any, from him.

(4) The Allotment Committee shall after verifying the eligibility of the bidder forward the list referred to in sub-rule (2) to the Board along with its report.

**10. Allotment of sites**:—(1) Every person desiring allotment of a site shall make an application in that behalf, in form II, addressed to the Allotment Committee, enclosing thereto a Bank/Treasury Challan for having deposited the earnest money indicating in the order of his first, second or third preference.

(2) Every applicant shall along with the application deposit with the Allotment Committee as earnest money an amount of rupees Four hundred in the case of sites not exceeding in area One hundred fifty square yards and rupees Eight hundred in other cases. The earnest money deposited shall unless forfeited, be adjusted towards the amount payable for site or where no site is allotted refunded to the depositor.

(3) Allotment of sites shall be by drawing lots. The Allotment Committee shall verify the particulars furnished in the application and proceed to draw lots among eligible persons.

(4) Sites with an area not exceeding 150 square yards shall be allotted only among persons whose income

does not exceed rupees four thousand eight hundred; the other sites shall be allotted among persons whose income exceeds rupees four thousand eight hundred but does not exceed rupees twelve thousand.

(5) The Allotment Committee shall scrutinise all applications received before the last date notified for the purpose and prepare lists of eligible persons and also lists of the different categories of sites available for allotment. Separate lists shall be prepared in respect of each category referred to in rule 5 and in sub-rule (4).

(6) Lots shall be drawn in respect of each category of sites among persons eligible in that category. The drawing of lots shall be in public and every applicant and any member of the public shall be entitled to be present for witnessing the draw. The results of each draw shall be announced as and when it is known. Such announcement shall be provisional.

(7) List of persons successful in each category shall be prepared forthwith and as far as practicable signatures of the applicants and persons present shall be taken to the said lists.

(8) The Allotment Committee shall without loss of time forward the lists prepared under sub-rule (7) to the Board.

**11. Allotment of sites to revenue site holders** :— (1) Subject to the provisions of sub-rule (4) of rule 10 and the availability of sites, every applicant who is a revenue site holder and who is eligible under rule 4 for allotment of a site shall be allotted a site.

(2) The procedure prescribed in rule 10 shall, *mutatis mutandis*, apply in respect of allotment of sites under sub-rule (1).

**12. Decision of the Board** :—(1) Within fifteen days after receipt of the lists under sub-rule (5) of rule 9 and sub-rule (8) of rule 10 and after such verification as it

considers necessary the Board shall either confirm the provisional bid or the allotment or if the Board considers that it should not be confirmed for reasons of Board's revenue or any other reason reject the same :

Provided that no order of rejection shall be made in the case of a revenue site holder if he is otherwise eligbile for allotment.

(2) while confirming the bid or allotment the Board may assign whatever site in the respective category is considers appropriate,

(3) The Board shall, in cases of allotment specify in the order of confirmation the price payable by the allottee. It shall be open to the Board to revise the price specified in the notice issued under rule 7 and where a higher price is fixed in the order of confirmation, it shall be open to the allottee to decline the allotment.

(4) The bid shall be deemed to have been accepted or the allotment shall be deemed to have been made only when the Board passes orders of confirmation.

(5) Decisions of the Board in these matters shall be final.

(6) Every order of the Board under this rule shall be communicated to the concerned person.

(7) Where the bid is not accepted by the Board, the Board shall refund to the bidder the amount tendered by him under sub-rule (3) of rule 9.

**13. Auction Purchaser and Allottee to deposit price, execute lease deed, etc** :— (1) Within ninety days from the date of communication under sub-rule (6) of rule 12, the auction purchaser or the allottee shall pay to the Board the price payable in respect of the site purchased at the auction or allotted after deducting the amount tendered under sub-rule (3) of rule 9 or the earnest money deposited under sub-rule (2) of rule 10 as the case may be.

(2) The auction purchaser or the allottee as the case may be, shall, within the said period, execute the lease deed in Form III,

(3) If payment is not made or the lease deed is not executed within the period specified in sub-rule (1), the confirmation of the bid or the allotment of site shall be liable to be cancelled and without prejudice to other remedies all amounts deposited by the auction purchaser or the allottee shall also be liable to be forfeited to the Board in full or in part.

**14. Conditions of auction and allotment** :— Every auction and every allotment shall be subject to the following conditions :—

(1) The auction-purchaser or the allottee shall not alienate the site during the period of lease except for purposes of raising a lone for the construction of a building on the site from the State Government, Central Government or a Corporation set up, owned or controlled by the State Government or the Central Government.

(2) The auction purchaser or the allottee shall construct the building on the site within two years from the date of order under sub-rule (1) of rule 11.

(3) Every building to be constructed on the site shall be in accordance with the plans and designs approved by the Board or other competent authority.

(4) The auction purchaser or the allottee shall comply with and be subject to all the conditions of the lease deed executed by him.

(5) Contravention of the aforesaid conditions shall entail cancellation of the grant of site and forfeiture in full or in part of all the moneys paid by the auction purchaser or the allottee:

**15. Revision by Government**: (1) The State Government may, *suo motu* or otherwise, call for the record of any decision, order or proceedings of the Chairman or the Board under these rules for the purpose of satisfying itself as to the legality or propriety of such decision, order or proceeding.

(2) If, in any case, it appears to the State Government that any decision, order or proceeding so called for should be modified, annulled or reversed, it may pass such order as it deems fit :

Provided that no decision order shall be modified, annulled or reversed except after notice to the person or authority concerned and after giving an apportunity for making representations.

**16. Power of Board in certain cases** : (1) The' Board may with the previous approval of the State Government set apa rt not more than five per cent of the sites formed in extensi on or layout for disposal otherwise than by auction or allotment.

(2) The Board may subject to such directions as the State Government may from time to time, issue dispose of the sites referred to in sub-rule (1) for any of the following purposes namely :—

(i) allotment to the State Government for its purposes;
(ii) allotment to the Mysore Housing Board to construct houses for disposal according to the provisions of the Mysore Housing Board Act, 1965 ;
(iii) allotment to Public choritable Institutions ; and
(iv) allotment among persons who having been granted sites previously had *bona fide* started building construction thereon but which grants have bean set aside by reason of defect of procedure or similar causes.

**17. Repeal** :—The City of Bangalore (Allotment of Sites) Rules, 1964 and the City of Bangalore Improvement (Disposal of Corner Sites and Shop sites) Rules, 1965 are hereby repealed :

Provided that such repeal shall not effect the previous operations of the said Rules.

**18. Pending Applications** :—All applications for tment of sites pending on the date of commencement of ese rules shall be disposed of in accordance with these rules.

## FORM I

[*See* RULE 9 (3)]

*Declaration by the bidder*

I,..... .....hereby declare that,

(i) I am ordinarily resident in..... .....(which is within the jurisdiction of the Board) for not less than five years as on.....

(ii) I or any member of my family,

(a) do/does not own a site or house within the area of the Board's jurisdiction; or

(b) am/is not a lessee of the Board entitled to demand conveyance eventually; or

(c) have/has not been allotted a site or a house by the Board or any other authority within the area of the Boards jurisdiction.

(iii) I am not ineligible for allotment/to bid as per the City of Bangalore Improvement (Disposal of Sites) Rules, 1971.

*Particulars regarding me are given below:*

| | |
|---|---|
| 1. Name in Block letters) | |
| 2. Father's/Husband's name | |
| 3. Age | |
| 4. Whether the applicant belongs to Scheduled Caste or Scheduled Tribe | |
| 5. Whether married or single | |

| | |
|---|---|
| 6. (a) Residential Address : Permanent : (House No. Name of Street, Locality and Town).<br>(a) Present Address : (if different from above) for correspondence with the Board. | |
| 7. Occupation or post | |
| 8. (a) Annual income of the applicant (both from profession and from properties if any). | |
| (b) Any other means indicating the capacity of the applicant to purchase the site applied for and to building a house thereon. | |
| 9. Whether the applicant is ordinarily a resident in Bangalore City or in the area under the jurisdiction of the Board and the period of such residence. | |
| 10. Whether any land of the applicant has been acquired by the Board for forming extension or layout and if so, furnish particulars about the same. | |
| 11. If compensation has been paid the amount of compensation received by the applicant. | |

| | |
|---|---|
| 12. Whether any member of the family of the applicant owns or is a lessee entitled to demand conveyance eventually or has been allotted site or a house by the Board or any other authority, within the area under the jurisdiction of the Board (Furnish details) | |
| 13. (1) Whether the applicant already owns a House or a house-site.<br>(a) in the area within the Board's jurisdiction (with details)<br>(b) outside such area (with details)<br>(2) Whether he/she has any share in such property and the value of the share thereof. | |
| 14. Whether the applicant's wife/husband/minor child owns a house or a house-site.<br>(a) in the area within the Board's jurisdiction. (with details)<br>(b) outside such area (with<br>(2) Whether the applicant's wife / husband / minor child has any share in such property and the value to the share there of. | |

| | |
|---|---|
| 15. Whether the applicant has transferred the ownership or rights in the house or house site already allotted to him/ her in any of the schemes of the Board or any other authority to some body else (if so, furnish details) | |

I hereby solemnly declare that all the above information given by me is true. I shall furnish any additional information in my possession which you may require. If there is any delay on my part to furnish the necessary information required by the Board, it will be within the discretion of the Board to reject my application.

If, at any time it is found that the information given by me above is incorrect, the Board can cancel the allotment, resume possession of the site and forfeit part or whole of the amount paid by me till then towards cost of the site or deposit.

Station.....

Date.....

.....

*Signature of Applicant.*

Attestation by a Gezetted officer.

I certify that all the above informatian given by the applicant is true to the best of my knowledge and belief.

Siguature of Gazetted Officer,
Name in Block letters Designation
and post held.

## FORM II

[SEE RULE 10 (1)]

*Application for Allotment of a Site*

To

The Chairman,
City of Bangalore Improvement Trust Board,
Bangalore-20.

*Sir*,

I wish to purchase a building site No.....measuring .....in.....Extension, Bangalore I agree to abide by the terms and conditions contained in the City of Bangalore Improvement (Disposal of sites) Rules, 1971 and the terms and conditions contained in the lease-*cum*-sale agreement, I also enclose the duplicate copies of the conditions of allotment and sale and lease-*cum*-sale agreement duly signed in token of having accepted the conditions therein.

I give below my preference. I request the allotment of one site in the orde of preference.

1. Site No.

2. Next preference,

(a)

(b)

Particulars about me are given below :

| | |
|---|---|
| 1 Name (in Block letters) | |
| 2 Father's/Husband's Name | |
| 3 Age | |

| | |
|---|---|
| 4. Whether the applicant belongs to Scheduled Caste or Scheduled Tribe. | |
| 5. Whether married or single. | |
| 6. (a) Residential Address :<br><br>Permanent:<br><br>(House No. Name of Street, Locality and Town)<br><br>(b) Present Address : (if different from above for correspondence with the Board | |
| 7. Occupation or post: | |
| 8. Whether the applicant is a defence Ex., defence personnel. | |
| 9 (a) Annual income of the applicant (both from profession and from properties if any)<br><br>(b) Any other means indicating the capacity of the applicant to purchase the site applied for and to build a house thereon. | |

| | |
|---|---|
| 10. Whether the applicant is ordinarily a resident in Bangalore City or in the area under the jurisdiction of the Board and the period of such residence. | |
| 11. Whether any land of the applicant has been acquired by the Board for forming extension or layout and if so, furnish particulars about the same. | |
| 12. If compensation has been paid, the amount of compensation received by the applicant. | |
| 13. Whether any member of the family of which the applicant is a member owns or is a lessee entitled to demand conveyance eventually or has been allotted a site or a house by the Board or any other authority within the area under the jurisdiction of the Board (Furnish details) | |
| 14. (1) Whether the applicant already owns a house or a house-site.<br>(a) in the area within the Board's jurisdiction.<br>(b) Outside such area (with details)<br>(2) Whether he/she has any share in such property and the value of the share thereof. | |

| | |
|---|---|
| 15. (1) Whether the applicant's wife/husband/minor child owns a house or a house-site<br><br>(a) in the area within the Board's jurisdiction.<br><br>(b) outside such area (with details).<br><br>(2) Whether the applicant's wife/husband/minor child has any share in such property and the value of the share thereof. | |
| 16. Whether the applicant has transferred the ownership or rights in the house or house-site already allotted to him/her in any of the schemes of the Board or any other authority to somebody else (if so, furnish details). | |
| 17. Whether the applicant or any member of his/her family has already availed of any housing or loan scheme of Government, local body or Co-operative Society, if so, give details. | |
| 18. Whether the applicant applied for allotment of a site, or a site with a building, in any of the scheme of the Board and other authority and whether his/her deposit was refunded (if so, furnish details including the number of times applied for allotment). | |

| | |
|---|---|
| 19. Amount of earnest money deposited now (with challan No. and date). | |

I hereby solemnly declare that all the above information given by me is true. I shall furnish any additional information in my possession which you may require. If there is any delay on my part to furnish the necessary information required by the Board, it will be within the discretion of the Board to reject my application.

If, at any time it is found that the information given by me here is incorrect, the Board can cancel the allotment, resume possession of the site and forfeit part or whole of the amount paid by me till then towards cost of the site or deposit.

I am aware that under the Rules, I have to build the house myself with my own resources.

Station.....

Signature of applicant.

Date.....

Attention by a Gazetted Officer :

I certified that all the above information given by the applicant is true to the best of my knowledge and belief.

Signature of the Gazetted Officer,

.....

Name in Block letter,
Designation and Post held.

## FORM No. III

[ *See* rule 12 (2) ]

LEASE DEED

An Agreement made this.....day of..... 197 between the City of Bangalore Improvement Trust Board, Bangalore, hereinafter called the Lessor/Vendor which term shall wherever the context so permits, mean and include its successors in interest and assigns of the ONE PART and.....hereinafter called Lessee/Purchaser (which term shall wherever the context so permits mean and include his/her heirs, executors, administrators and legal representatives) of the Other PART;

Whereas the City of Bangalore Improvement Trust Board advertised for sale building sites in.....Extension;

And Whereas one of such building site is Site No.....more fully described in the Schedule hereunder and referred to as Property;

And Whereas there were negotiation between the Lessee/Purchaser on the one hand and the Lessor/Vendor on the other for allowing the Lessee/Purchaser to occupy the property as Lessee until the payment in full of the price of the aforesaid site as might be fixed by the Lessor/Vendor as hereinafter provided;

And Whereas the Lessor/Vendor agreed to do so subject to the terms and conditions specfied in the City of Bangalore Improvement (Disposal of Sites) Rules, 1971, and the terms and conditions hereinafter contained;

And Whereas the Lessor/Vendor has agreed to lease the property and the Lessee/Purchaser has agreed to take it on lease subject to the terms and conditions specified in the said Rules and the terms and conditions specified hereunder ;.

Now this indenture witnesseh:

1. The Lessee/Purchaser is hereby put in possession of the property and the Lessee/Purchaser shall occupy the property as a tenant thereof for a period of ten years from (Here enter the dated of giving possession)..... .....or in the event of the lease being determined earlier till the date of such termination. The amount deposited by the Lessee/Purchaser towards the value of the property shall, during the period of tenancy, be held by the Lessor/Vendor as security deposit for the due performance of the terms and conditions of these presents.

"2. The lessee/purchaser shall pay a sum of rupees..... ... .....per year as rent on or before..... commencing from.....".

3. The Lessee/Purchaser shall construct a building in the property as per plans, designs and conditions to be approved by the Lessee/Vendor or other competent authority within two years from the date of this agreement:

Provided that where the Lessor/Vendor for sufficient reasons extends in any particular case the time for construction of such building, the Lessee/Purchaser shall construct the building within such extended period.

4. The Lessee/Purchaser shall not sub-divide the property or construct more than one dwelling house on it:

The expression "dwelling house" means a building constructed to be used wholly for human habitation and shall not include any appartments to the buildings whether attached thereto or not, used as a shop or a building of-ware house or building in which manufactory operations are conducted by mechanical power or otherwise.

5. The Lessee/Purchaser shall not alienate the site or the building that may be constructed thereon during the period of the tenancy. The Lessor/Vendor may, however, permit the mortgage of the right, title and interest of the Lessee/Purchaser in favour of the Government of Mysore, the Central Government or bodies corporate like the Mysore Housing Board or the Life Insurence Corporation of India, Housing Co-operative Societies or Banks to secure moneys advanced by such Governments or bodies for the construction of the building.

6. The Lessee/Purchaser agrees that the Lessor/Vendor may take over possession of the property with the structure thereon if there is any misrepresentation in the application for allotment of site.

7. The Property shall not be put to any use except as a residential building without the consent in writing of Lessor/Vendor.

8. The Lessee/Purchaser shall be liable to pay all out-goings with reference to the property including taxes due to the Government and the Municipal Corporation of Bangalore.

9. On matter not specifically stipulated in these presents the Lessor/Vendor shall be entitled to give directions to the Lessee/Purchaser which the Lessee/Purchaser shall carry out and default in carrying out such directions will be a breach of conditions of these presents.

10. In the event of the Lessee/Purchaser committing default in the payment of rent or committing breach of any of the conditions of this agreement or the provisions of the City of Bangalore Improve-

ment (Disposal of Sites) Rules 1971, the Lessor/Vendor may determine the tenancy at any time after giving the Lessee/Purchaser fifteen day's notice ending with the month of the tenancy, and take possession of the property. The Lessor/Vendor may also forfeit twelve and a half percent of the amount treated as security deposit under clause 1 of these presents.

"11. At the end of ten years referred to in clause 1 the total amount of rent paid by the lessee/purchaser for the period of the tenancy shall be adjusted towards the balance of the value of the property".

12. If the Lessee/Purchaser has performed all the conditions mentioned herein and committed no breach thereof the Lessor/Vendor shall, at the end of ten years referred to in clause 1, sell the property to the Lessee/Purchaser and all attendant expenses in connection with such sale such as stamp duty, registration charges, etc., shall be borne by the Lessee/Purchasor.

13. On complying with the terms and conditions of this agreement in the manner stated above but not otherwise the Lessor/Vendor shall be obliged to execute the sale deed in favour of the Lessee/Purchaser.

14. The Lessee/Purchaser hereby also confirms that this agreement shall be subject to the terms and conditions specified in the City of Bangalore Improvement (Disposal of Sites) Rules, 1971, and agreed to by the Lessee/Purchaser in his/her application for allotment of the site.

15. In case the Lessee/Purchaser is evicted under clause 9 he shall not be entitled to claim from the Lessor/Vendor any compensation towards the value of the improvements or the superstructure errected by him on the scheduled property by virtue of and in pursuance of these presents.

16. It is also agreed between the parties hereto that Rs..... (Rupees.....) in the hands of the Lessor/Vendor received by them from the Lessee/Purchaser shall be held by them as security for any loss or expense that the Lessor/Vendor may be put to in connection with any legal proceedings including eviction proceedings that may be, taken against the Lessee/Purchaser and all such expenses shall be appropriated by the Lessor/Vendor from and out of the moneys of the Lessee/Purchaser held in their hands.

## THE SCHEDULE

Site No.....formed by the City of Bangalore Improvement Trust Board in Block No.....in the..... Extension.

Site bounded on East by :
West by :
North by :
South by :

and measuring east to west.....north to south..... in all measuring..... Square Feet.

In witness whereof the parties have affixed their signatures to this Agreement.

*Chairman.*

The City of Bangalore Improvement Trust Board

Witnesses :

1.

2.

*Lessee/Purchaser.*

Witnesses

1.

2.

]No. HMA 23 MNX 71.].

By Order and in the name of the President of India,

B. S. MUDDAPPA,
*Secretary to Government of Mysore,*
*Health and Municipal Administration Department.*

Printed by the Director of Printing, Sty. & Publications at the Govt. Press, B'lore